



Pennsylvania State Reports Containing Cases Decided by the Supreme Court of Pennsylvania (Volume 123)

By Pennsylvania Supreme Court

General Books. Paperback. Book Condition: New. This item is printed on demand. Paperback. 232 pages. Dimensions: 9.7in. x 7.4in. x 0.5in.This historic book may have numerous typos and missing text. Purchasers can download a free scanned copy of the original book (without typos) from the publisher. Not indexed. Not illustrated. 1889. Excerpt: . . . Arguments. fendant to recover the 800 rental. But the court instructed that plaintiffs could recover 800 as of date March 1, 1887. Yet the annual rental as such never accrued, and the breach declared on is not a failure to pay rental but a failure to drill; and the plaintiffs only remedy was an action for damages. 3. Charging the defendant with the payment of 800 rental as of March 1, 1887, is holding it responsible for a breach committed by its assignor. An assignee of a lease is liable only by reason of privity of estate, and, therefore, only for breaches of covenants committed while that privity exists: Negley v. Morgan, 46 Pa. 281. The plaintiffs only remedy being an action for damages for breach of the covenant to drill the second well, against the assignee in possession at the time of the breach,...



Reviews

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